

**REQUEST FOR PROPOSALS BY SAN CARLOS ESTATES WATER CONTROL
DISTRICT FOR SWALE MOWING/MAINTENANCE**

INTRODUCTION

The San Carlos Estates Water Control District (hereinafter “District”) is requesting proposals (sometimes hereinafter referred to as “responses”) from qualified responders for the competitive selection for services to be provided in connection with mowing/maintenance of the District’s turf areas and roadside swales. The District is requesting proposals from qualified responders who are able and interested in providing mowing/maintenance of the District’s turf areas and roadside swales in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), including Exhibit A attached hereto. The District provides water control services within the District’s geographic boundaries pursuant to Florida law.

RESPONSE ELEMENTS

All responders shall prepare a proposal response for providing the District with mowing/maintenance of the District’s turf areas and roadside swales pursuant to the specifications attached hereto as Exhibit A. The response shall include, but does not have to be limited to, the following information:

A. General Information and Requirements

1. The name and address of the responder must be provided including any fictitious name used in Florida.
2. If the responder is a business entity, corporation or partnership, evidence of good standing in the form of a current certificate from the Florida Department of State and the name of a responsible officer of the entity must be provided.
3. The closest business address of the entity to the District’s geographic boundaries located in Lee County, Florida.
4. A list of up to five similar clients, preferably in Southwest Florida, for whom similar services have been provided, with reference/contact information of client personnel the District may contact.
5. **Five (5) copies of the sealed proposals for RFP shall be placed in a sealed envelope and clearly marked: “SAN CARLOS ESTATES WATER CONTROL DISTRICT (SCEWD) - Swale Mowing/Maintenance Proposal - RFP ”, and must be delivered on or before 2:00 P.M, e.s.t. November 8, of each calendar year , at the offices of the District’s Chief Engineer, whose information can be found on the SCEWD website.**
6. Responses received after the deadline will not be accepted under any circumstances. Late responses will be destroyed unopened.

7. Faxed responses and electronically mailed responses will not be accepted.
8. The completion and submittal of the Response/Sheet, attached hereto as Exhibit B, can be used by the responder, if desired.

B. Proposal Specifications – See Exhibit A attached hereto and made a part hereof.

C. Inquiry/Inspection

Any interested responder is invited to make inquiry regarding any questions related to this Request for Proposals. All questions should be directed to in writing to San Carlos Estates Water District via the CONTACT US section of the website <https://scewcd.specialdistrict.org>

D. Timing

Five (5) copies of the sealed proposals for RFP shall be placed in a sealed envelope and clearly marked: “SAN CARLOS ESTATES WATER CONTROL DISTRICT (SCEWD) - Swale Mowing/Maintenance Proposal - RFP ”, and must be delivered on or before 2:00 P.M, e.s.t. November 8, of each calendar year , at the offices of the District’s Chief Engineer, whose information can be found on the SCEWD website.

E. Selection Process

1. By submitting a response, each responder recognizes and agrees that the District may reject its response based upon the District’s exercise of its sole discretion. Each responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based on any ground whatsoever, including the District’s exercise of its sole discretion and the District’s disclosure of or refusal to disclose any pertinent information related to the reasons for the District’s rejection of said response.
2. BEFORE SUBMITTING RESPONSES, INTERESTED RESPONDERS MUST MAKE ALL NECESSARY INVESTIGATIONS TO INFORM THEMSELVES THOROUGHLY AS TO ALL REQUIREMENTS OF THIS COMPETITIVE SELECTION PROCESS. NO PLEA OF IGNORANCE OF CONDITIONS OR DIFFICULTIES THAT MAY HEREAFTER EXIST, OR OF CONDITIONS OR DIFFICULTIES THAT MAY BE ENCOUNTERED DURING THE MOWING/MAINTENANCE OF THE DISTRICT’S TURF AREAS AND ROAD SIDE SWALES OR WHICH IS THE RESULT OF THE FAILURE BY THE SELECTED RESPONDER TO MAKE ALL THE NECESSARY EXAMINATIONS AND INVESTIGATIONS, WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE SUCCESSFUL RESPONDER TO FULFILL, IN EVERY DETAIL, ALL OF THE REQUIREMENTS OF THE COMPETITIVE PROPOSAL SELECTION PROCESS DOCUMENTS, INCLUDING THE CONTRACT NEGOTIATED BETWEEN THE DISTRICT AND THE SUCCESSFUL RESPONDER, NOR

WILL THEY BE ACCEPTED AS A BASIS FOR ANY CLAIMS WHATSOEVER FOR EXTRA COMPENSATION.

3. All proposals will be reviewed by the Board of Supervisors at a meeting open to the public. **It is anticipated that the proposals will be reviewed by the Board of Supervisors at a public meeting of the Board of Supervisors held on the third Monday of each month, at place in the town of Bonita Springs, Florida with address location provided on the SCEWD websites calendar of events <https://scewcd.specialdistrict.org>**
4. The Board of Supervisors will evaluate each proposal and select the most highly qualified responder(s) to perform the required services of mowing/maintenance of the District's turf areas and roadside swales. The District will select the most responsive proposal for the mowing/maintenance of the District's turf areas and roadside swales. Factors that may be considered in selecting firms include, but are not limited to:
 - a. Satisfaction of the District's request for proposals specifications;
 - b. Past performance;
 - c. Reputation;
 - d. Efficiency;
 - e. Completion date; and
 - f. Total maximum NOT-TO-EXCEED pricing for mowing/maintenance of the District's turf areas and roadside swales (pricing is not the sole factor).
5. The District reserves the right to reject any and all responses, to waive any and all informalities of any responses and to disregard all non-conforming, non-responsive or conditional responses. The District reserves the right to reject any and all responses with or without cause. The District reserves the right to accept the responses of the responders that in its judgment will be in the best interest of the District and to reject all responses of responders that the District believes are not in the best interest of the District. The District reserves the right to re-advertise the Request for Proposals. Nothing contained in any of the competitive selection documents shall require the District to reject any particular responder or award a contract to any particular responder based upon anything other than the District's sole discretion as to which responder has submitted the most responsive proposal.
6. The District may conduct such investigations as the District deems necessary and appropriate to assist in the evaluation of any response of any responder and to establish the responsibility, qualifications and ability of responders.
7. Within twenty (20) business days of selection of a responder(s) by the Board of Supervisors, all responders will be notified of the Board's selection.

8. The Board of Supervisors may, during the above referenced public meeting, in their sole discretion, invite the responding firms to discuss their proposals and/or make presentations to the Board of Supervisors.
9. Upon the presentation of all information requested by the Board of Supervisors, and upon the Board of Supervisors making its final ranking of the proposals, the District will then enter into contract negotiations with the highest ranked responder in an effort to reach a complete contractual agreement.
10. If an agreement cannot be reached with the highest ranked responder, negotiations shall be formally terminated with the highest ranked responder and the District will then enter into contract negotiations with the second highest ranked responder and if contract negotiations are still not successful, the process for negotiating with each next ranked responder will continue until a contract is successfully negotiated. If the District is not successful in negotiating a contract with any of the selected responders, the District may, but is not required to, elect to initiate a new request for proposals and begin the request for proposals selection process over from the beginning or the District can reopen contract negotiations with any previously selected responder or the District can choose to take any other action which the Board of Supervisors deems to be in the best interests of the District.

F. Withdrawal of Proposals

Proposals may be withdrawn either in writing or in person through an authorized representative at any time prior to the submission deadline. Once opened, responses may not be withdrawn or modified except to the extent agreed to by the District.

G. Public Inspection of Proposals

Proposals may be made available for public inspection as provided by Florida law, including Chapter 119, Florida Statutes.

H. Right of Rejection

In all instances, the District shall have the unilateral right to reject any and all proposals and waive any and all deficiencies or irregularities in any proposals submitted by any responder in the District's sole discretion. In particular, the failure of any responder to satisfy all requirements of this request for proposals may result in the rejection of the responder's proposal by the District in the District's sole discretion.

I. Non-Discrimination

The District does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.

J. Costs of Response Preparation

All costs incurred by any responder in the preparation of a response to this request for proposals shall be borne exclusively by the responder and the District shall in no instance be liable for any costs incurred by any responder.

K. Public Entity Crime Affidavit

Any person or affiliate as defined by statute that has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/proposal or a contract to provide any goods or services to the District. Said person may not submit a response/proposal pursuant to this competitive selection process. Said person may not be awarded a contract by the District and cannot perform work under a contract with the District and further cannot transact business with the District for a period of thirty-six (36) months from the date of conviction of a public entity crime. Each responder shall be required to execute a public entity crime affidavit, a copy of which is attached hereto. FAILURE TO COMPLY WILL AUTOMATICALLY RESULT IN DISQUALIFICATION OF THE RESPONDER.

L. Sworn Response

All responses must be executed and dated by an authorized representative of the responder who must also print the name, title, mailing address, telephone number, telecopier number and occupational license number of the responder. Each responder must execute the response under oath in the presence of a notary public who must complete a notarization paragraph.

M. Affirmations

Each responder shall be required to include signed and notarized written affirmations with their response. The form of the affirmation that must be signed, notarized and submitted with each response is attached hereto as Exhibit D.

N. Minimum Response

The completion and timely submittal of five (5) copies of Exhibit B, Exhibit C and Exhibit D, attached hereto, constitute a minimally sufficient response to this Request for Proposals.

Exhibit A – Proposal Specifications

These specifications are intended to describe services to be provided in connection with mowing/maintenance of the District's turf areas and roadside swales. The Contractor shall contact the District should questions arise as to which areas are to be maintained.

1. Maintenance Summary

1.1 District Rights of Way

Roadsides along the paved roadways of the San Carlos Estates Water Control District boundaries included in this scope are listed as follows:

Strike Lane, Red Robin Dr., Rodas Dr., Dietz Dr., Claire Dr., Amarillo Dr., Rocky Rd., Mountain View Dr., Stillwell Pkwy., Golden Eagle Ln., Melanie Ln., Sunny Ln., Cock Robin Ln., Whip O Will Ln., Roger Dodger, St., Waterfall Ln., Luci Dr., Busy Bee Dr., Pinson Dr., Papillion Dr., Catskill Dr., Tuck Dr., Bonita Bill St., and Moriah Ln.

Unpaved roads included in this scope are listed as follows:

Moriah Ln., Bonita Bill St. and Tuck Drive

1.2 Mowing/Maintenance

Mow all turf areas, from the edge of pavement to the top of bank on the back slope of the swales which includes the full width of right of way vegetation within roadsides and medians, to a height of between 4 inches and 6 inches. Mower blades shall be kept sharp at all times during mowing/maintenance. Areas that have standing water are to be mowed above the surface of the water only. The Contractor will not be required to remove grass cuttings from turf areas as long as cuttings are dispersed evenly enough to prevent clumping. Debris and clippings shall not be left on road pavement, gutters, or curbs. Neither shall such materials be deposited within any waterway or inlet. Clippings will not be left by Contractor in such a manner where clippings will be able to wash, blow, or otherwise be transported by natural means to a waterway or inlet or prevent the normal operation of the stormwater management system at any time.

Each work area shall be completely edged and trimmed each mowing/maintenance cycle. Turf mowing/maintenance shall be conducted in such a manner as to not damage existing District property, facilities, or structures. Mowing/maintenance shall include the bottom of the two retention ponds on the north side of Strike Lane two times a year. Clippings shall not be directed or deposited into any inlet or waterway.

1.3 Edging and Trimming

Edging and trimming shall be performed in concurrence with each mowing/maintenance cycle and completed in the same areas required to be mowed. Curbs and gutters shall be

mechanically edged. Grass or weeds growing through cracks, joints, or breaks shall be trimmed mechanically. Curbs, gutters, and all pavements shall be swept or blown free from all loose grass, weeds, or other vegetation. As required to ensure a maintained appearance, such debris shall not be directed towards any inlet or waterway. Line trimmers may be used around trees, telephone poles, fire hydrants, sign posts, railings, culvert ends, and any other such object within the work area. Edging and trimming shall be conducted in such a manner as to not damage existing District property, facilities, structures or plants.

1.4 Trash, Litter, Debris

Immediately prior to mowing/maintenance operations, the Contractor shall remove all litter, waste materials, rubbish and vegetative debris greater than ¼ inch in diameter within the project area. All litter, waste materials, rubbish and debris shall be removed and properly disposed offsite in conformance with any and all applicable Laws and Regulations.

Copies of the records and receipts for the disposal of the litter, waste materials, rubbish and debris shall be supplied to the District by the Contractor for accountability with District permits. Large, heavy, dangerous, or hazardous items beyond the ability of the Contractor to safely and legally remove from the project site, shall be reported to the District and the appropriate authorities immediately (if applicable).

In addition, Contractor will:

- a. Remove silt and debris from in and around all stormwater drains and driveway culverts when encountered. Such materials shall not be disposed of within waterways or into pipes or inlets;
- b. Remove grass that may clog culvert pipes;
- c. Provide four trash pickups during the dry season upon 15-day notice;
- d. Report any suspected driveway pipe collapse to the District Engineer; and
- e. Report any illicit discharge as defined by the NPDES MS-4 Permit to the District Engineer upon discovery.

1.5 Quality Control / Assurance

Completed work areas may be inspected by the District at any time for quality and acceptance. Areas determined to be unsatisfactory by the District shall be immediately re-worked by the Contractor at no additional cost to the District. The evaluation of work areas by the District shall be final. Contractors with similar past work experience are preferred by the District for quality assurance purposes.

1.6 Weather Conditions

Work areas that are normally maintained, but which are saturated with water to the point where equipment should not be used to avoid creating excessive damage to the area, shall not be maintained when such conditions exist. The Contractor is required to notify the

District Secretary by email or other written notification when these conditions exist. These areas shall be maintained at subsequent cycles. Contractor shall utilize necessary equipment in these areas to minimize damage to the area, but when damage is unavoidable the Contractor must notify the District when these conditions exist.

1.7 Drainage Swale and Pond Inspection

The Contractor shall visibly inspect the drainage system for standing water and indications of improper functioning after each heavy storm event, in excess of 2", but not more than once every 15 days. Structure inspections which are undertaken as a result of the visible inspection shall be recorded using the official stormwater inspection form provided by the District Engineer.

During the course of drainage system inspections or other work in performance of this contract, if the Contractor notices by sight or smell, or otherwise suspects there is an illicit discharge (oils, greases, sanitary waste, paints, solvents, etc.) to the District's water management system, the Contractor shall immediately contact the District Engineer's office by phone and email and/or a San Carlos Estates Water District Officer or its designated SCEWD Manager. The District Engineer will assess whether the suspected discharge is illicit and take appropriate action as required by the NPDES Permit.

The US EPA defines an illicit discharge as a discharge to the drainage system that is not composed entirely of storm water.

Exceptions include NPDES-permitted industrial sources, discharges from firefighting activities, waterline flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, water from a spring, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, de-chlorinated swimming pool discharges and street wash water.

No discharge shall be made to the drainage system of the District which could be construed as an illicit discharge. The drainage system of the District consists of any and all swales, canals, ponds and other facilities or structures intended to convey or treat stormwater.

1.8 Turf Repair

Contractor will at times encounter areas around the District where the turf (ground cover) has been disturbed to the extent that an area will become subject to erosion during rainfall events. In an effort to track and repair these areas so as to prevent them from becoming a maintenance problem for the District, the Contractor will note any area larger than approximately two (2) square feet in dimension during the mowing/maintenance intervals and provide a written request to the District Secretary for work approval which describes the location, size, and cost to level and install replacement sod in the disturbed area. Contractor shall provide a unit price for installing Bahia sod on a per square foot (SF)

basis as part of their bid response which will be used for a 12-month period and will be reconsidered by the District at the time of renewal or rebid.

The repairs will be conducted within 14 days of authorization of said repair by the District Secretary. Any questions related to the quantity of sod will be forwarded to the District Engineer who will determine, in their sole judgment, the appropriate quantity for installation payment.

2. Frequency

All turf areas of the roadside swales shall be mowed at a frequency as determined by the Contractor to maintain the swales in a satisfactory visual condition. At no time shall the height of the grass exceed 12 inches. All work shall be conducted during daylight hours, and not after 6:00 p.m.

3. Basis of Payment

Payment will be full compensation for all work and materials specified. Payments will be made to Contractor at the negotiated times. The amount of the awarded contract is defined as the upper dollar limit beyond which no further work may be authorized without additional approval by the District. Any additional work performed by the Contractor that has not been pre-approved, in writing, by the District Secretary shall be performed by the Contractor at their sole risk and expense. If required, the Contractor will be reimbursed for satisfactory disposal of collected litter and debris, in which case, the Contractor shall supply copies of receipts for the satisfactory disposal of collected litter and debris to the District. Payments will be made to Contractor on regular intervals at times in accordance with the contract.

4. Insurance and Licenses

Contractor shall purchase and maintain \$1,000,000.00 of liability and other insurance as is acceptable to the District's Attorney for the work to be performed. Contractor shall provide copies of the certificates of insurance to the District. Contractor shall maintain the necessary licenses as are appropriate for the work to be performed. Contractor shall provide the District with current copies of all valid license(s), including those of any subcontractors or suppliers as necessary, related to the performance of work under this RFP at all times and shall update same when appropriate.

Licenses and certifications currently required by the District in accordance with the MS4 permit which may be above and beyond what is legally required are the following:

- FDACS certification for application of pesticides or herbicides.
- Certification through the Green Industry BMP Program for applicators of fertilizer
- FDEP Stormwater Illicit Discharge Certification

5. Supervision and Labor

Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with these specifications. Personnel shall be properly attired at all times on the project site. Contractor shall provide competent, suitably qualified personnel to perform the Work specified. Contractor shall at all times maintain good discipline and order at the project. The Contractor shall comply with all applicable county, state and federal labor, safety, and health regulations. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in association with the work. Contractor shall be responsible for following proper maintenance of traffic (MOT) procedures as outlined in the Florida Department of Transportation's Green Book.

6. Services, Materials, and Equipment

Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, appliances, fuel, and incidentals necessary for the performance and completion of the work.

Any damage to District facilities or property shall be repaired in a timely manner at the Contractors expense to the satisfaction of the District.

Equipment shall be capable of safely and efficiently maintaining the District's swales. Past experience has shown that small riding mowers do not adequately and safely complete the work as outlined. Contractor shall specify the type of equipment that will be used to complete the work. The appropriateness of the equipment will be determined by the District Board of Supervisors and the District Chief Engineer and such determination shall be in the sole discretion of the District.

Contractor shall not perform equipment or vehicle maintenance on site. The contractor may not store materials onsite including but not limited to fuel, oils, herbicides, pesticides or fertilizers. Such activities and materials need to be stored and maintained within a properly permitted maintenance facility for the protection of water quality.

Contractor shall provide MSDS sheets for all materials having MSDS sheets that may be utilized or introduced in any way to the San Carlos Estates Water Control District. All materials, chemicals, insecticides, and herbicides used by the Contractor shall be used and applied in a manner consistent with the manufacturer instructions and with all applicable Laws and Regulations.

7. Safety and Protection.

Contractor shall be solely responsible for the initiating, maintaining and supervising of all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons in the District or who may be affected by the Work;
2. all the Work and materials to be incorporated therein; and
3. other property of the District or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of work.

Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and for the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

EXHIBIT B – RESPONSE SHEET

1. Name and contact information of responder:

Name: _____

Business Name: _____

Address: _____

Telephone No.: _____

Facsimile: _____

Email: _____

License No. _____

2. Not to Exceed Annual Price: _____

Price for Bahia sod installation by square foot: _____

Price for additional services per instance: _____

3. Describe experience: _____

4. Describe suitability of equipment and staff: _____

5. Provide favorable recommendations from prior and/or existing clients:

6. Do you have the following certifications:

- FDACS certification for application of pesticides or herbicides ___ Yes ___ No
- Certification through the Green Industry BMP Program for applicators of fertilizer ___ Yes ___ No
- FDEP Stormwater Illicit Discharge Certification ___ Yes ___ No

7. Describe additional licenses and certifications currently held by responder:

Signature

Date

Print Name

EXHIBIT C

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

Sworn statement under Section 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the San Carlos Estates Water Control District by:

(Printed individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) whose Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement _____).

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to bid on contracts for the provision of goods or services let by a public

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which one statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the public entity identified in paragraph one above is for that public entity only, and that this form is valid through December 31 of the calendar year 2018. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, of any change in the information contained in this form.

(Signature)

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2019, by _____, [] individually or [] as _____ and on behalf of _____, a Florida _____, [] who is personally known to me or [] who produced _____ as identification.

SIGNATURE OF NOTARY PUBLIC

Name of Notary, Printed, Typed or Stamped
My Commissioner Expires:

EXHIBIT D
AFFIRMATIONS

1. Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by San Carlos Estates Water Control District for this response, and further, no San Carlos Estates Water Control District official or employee is directly interested in the outcome of this matter. This proposal is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other responder, or to secure any advantage against San Carlos Estates Water Control District or any person, firm, or corporation.
2. The below signed responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land.
3. The responder/undersigned agrees to voluntarily and fully comply with all of the requirements of this Request for Proposals and to hold harmless, defend and indemnify San Carlos Estates Water Control District, and its agents, from any losses, including attorney's fees, related or incurred as a result of the responder's failure to abide fully and comply with all of the requirements of this Request for Proposals and the responder's response.
4. The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.

Signature

Date

Print Name

STATE OF _____
COUNTY OF _____

THE FOREGOING instrument was sworn to, signed and acknowledged before me, this _____ day of _____, 2019, by _____, the _____ of _____ (responder), who is personally known to me or who produced _____ (type of identification and number) as identification.

Notary Public

Print Name